

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA,

Civil No.: 6:19-cv-1194 (FJS/ML)

Plaintiff

COMPLAINT-Action to Foreclose
A Mortgage

-v-

Mark A. Sommer
521 Francis Street
Herkimer, NY 13350

Tina M. Sommer
521 Francis Street
Herkimer, NY 13350

John Doe, Mary Roe, and XYZ Corporation
521 Francis Street
Herkimer, NY 13350

The United States of America, a Sovereign, by Pincus Law Group, PLLC, Attorneys for the plaintiff, complains and alleges as follows:

1. This Court has jurisdiction under the provisions of Title 28, United States Code, Section 1345.
2. On or about April 27, 1993 at the request of Defendants, Mark A. Sommer and Tina M. Sommer, (hereinafter “Defendants”), the Plaintiff, the United States of America, acting through the Rural Housing Service or successor agency, United States Department of Agriculture, (hereinafter “Plaintiff”), did lend to the Defendant, the sum of \$54,000.00, which sum the Defendant did undertake and promise to repay, with interest at 7.75% in specified monthly installments.

3. As evidence of the indebtedness, the Defendant did execute and deliver to the Plaintiff a Promissory Note dated 4/27/93, a true copy of which is attached as Exhibit "A".

4. In order to secure the payment of the indebtedness, the Defendant did execute, acknowledge, and deliver to the Plaintiff, a real property mortgage dated 4/27/93, a true copy of which is attached as Exhibit "B". The real property that is security for the mortgage is commonly known as 521 Francis Street, Herkimer, NY 13350 located in Herkimer County, New York and more particularly described as set forth in the legal description attached to Exhibit "B", and is also known as Parcel ID/Tax Account # 113.73-3-4.

5. The mortgage was duly recorded in the Herkimer County Clerk's Office on or about April 28, 1993 at Liber 660 Page 76.

6. Plaintiff is the owner and holder of the Promissory Note and Mortgage.

7. The Defendant has breached and violated the provisions of the Promissory Note and Mortgage in that they did neglect and fail to pay the installments of principal and interest when due beginning with the June 1, 2018 payment, despite due demand therefore and by failing to make payment of real property taxes when due, thus making it necessary for the plaintiff to pay the same to protect its interest.

8. By reason of the defaults described herein, plaintiff has elected to declare the entire sums secured by the mortgage to be due and payable.

9. There is now justly due and payable to the plaintiff, as of Sept. 24, 2019, on the Promissory Note and Mortgage the following sums:

Unpaid Principal	\$17,457.04
Unpaid Interest	\$1,894.09
Subsidy to Be Recaptured	\$12,128.00

Escrow	\$0.00
Late Charges	\$0.00
Other Fees	\$9,565.12
TOTAL:	\$41,044.25

, together with interest at the rate of 7.750% per annum on principal and all advances **from 9/25/19.**

10. Upon information and belief, plaintiff may be compelled to make additional advances for payment of taxes, hazard insurance water and sewer charges, or other municipal assessments maintenance, in order that it may protect and preserve security, but the nature and amount thereof is unknown to plaintiff at this time. Nevertheless, plaintiff seeks recovery thereof and therefore, together with interest thereon.

11. No other action or proceeding has been brought at law or otherwise for the recovery of said sums secured by the Promissory Note and Mortgage, or any part thereof.

12. That the plaintiff has complied with the notice provisions of the New York State RPAPL Section 1304. A copy of the required notice is attached hereto as Exhibit "C". 14. Upon information and belief, the provisions of Banking Law Section 595-a, and any rules and regulations promulgated thereunder, and Banking law Sections 6-1 and 6-m and RPAPL section 1302(1) are not applicable to the mortgage loan that is the subject of this proceeding.

13. At the time this proceeding was commenced, the plaintiff has complied with the provisions of New York State RPAPL Section 1306 regarding filing with the Superintendent of the New York State Banking Department. A copy of the required filing is attached hereto as Exhibit "D".

14. The true names of the defendants John Doe, Mary Roe and XYZ Corporation are unknown to the United States, those names being fictitious, but intending to designate tenants, occupants or other persons, if any, having or claiming any estate or interest in possession upon the premises or any portion thereof.

WHEREFORE, plaintiff demands judgment:

- (a) That the defendants, or either or any of them, subsequent to the filing of the Notice of Pendency of this action, and every person whose conveyance or encumbrance is subsequently recorded, be forever barred and foreclosed of all right, claim, lien and equity of redemption in the mortgaged premises;
- (b) That the premises may be decreed to be sold according to law;
- (c) That the amount due to the plaintiff on the promissory note and mortgage may be adjudged;
- (d) That the moneys arising from the sale may be brought into Court;
- (e) That the plaintiff may be paid the amount adjudged to be due to the plaintiff with interest thereon to the time of such payment, together with the costs and expenses of this action and the expenses of the sale, so far as the amount of such money properly applicable thereto will pay the same;
- (f) And that the plaintiff may have such other and further relief as may be just and equitable.

Dated: Uniondale, New York, Sept. 20, 2019
/s/ Nicole B. LaBletta

Nicole B. LaBletta, Esq.
Pincus Law Group, PLLC
425 RXR Plaza
Uniondale, NY 11556
(516) 699-8902 (phone)
(516) 279-6990 (fax)
nlabletta@pincuslaw.com

EXHIBIT A

USDA-FmHA
Form FmHA 1940-16
(Rev. 4-91)

PROMISSORY NOTE

TYPE OF LOAN
RH-I

STATE	NEW YORK
COUNTY	HERKIMER
CASE NO.	

Date April 27, 19 93.

FOR VALUE RECEIVED, the undersigned (whether one or more persons, herein called "Borrower") jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, (herein called the "Government") at its office in PO Box F, Second Street, Oriskany, NY 13424

THE PRINCIPAL SUM OF FIFTY FOUR THOUSAND AND NO/100
DOLLARS (\$ 54,000.00), plus INTEREST on the UNPAID PRINCIPAL of SEVEN AND THREE QUARTERS PERCENT (7.75%) PER ANNUM.

Payment of the said Principal and Interest shall be as agreed between the Borrower and the Government using one of three alternatives as indicated below: (check one)

- ☐ I. Principal and Interest payments shall be deferred. The interest accrued to _____, 19 _____ shall be added to the Principal. Such new Principal and later accrued Interest shall be payable in _____ regular amortized installments on the dates indicated in the box below. Borrower authorizes the Government to enter the amount of such new Principal herein \$ _____ and the amount of such regular installments in the box below, when such amounts have been determined.
- ☐ II. Payment of Interest shall not be deferred. Installments of accrued Interest shall be payable on the _____ of each _____ beginning on _____, 19 _____, through _____, 19 _____. Principal and later accrued Interest shall be paid in _____ installments as indicated in the box below;
- ☒ III. Payments shall not be deferred. Principal and Interest shall be paid in 396 installments as indicated in the box below:

\$ 379.00 on May 27, 19 93, and
\$ 379.00 thereafter on the 27th day of each month
until the PRINCIPAL and INTEREST are fully paid except that the FINAL INSTALLMENT of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and PAYABLE THIRTY THREE (33) YEARS from the DATE of this NOTE. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan shall be advanced to the Borrower as requested by Borrower and approved by the Government. Approval of the Government is mandatory provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown on the reverse hereof. Borrower authorizes the Government to enter the amount and date of such advance in the Record of Advances.

Payment of principal and interest shall be applied in accordance with FmHA accounting procedures in effect on the date of receipt of the payment. Borrower agrees to pay late charges in accordance with FmHA regulations in effect when a late charge is assessed.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of Borrower. Refunds and extra payments, as defined in the regulations (7CFR §1951.8) of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, be applied in accordance with FmHA regulations and accounting procedures in effect on the date of receipt of payments.

Borrower agrees that the Government at any time may assign this note. If the Government assigns the note and insures the payment thereof, and in such case, though the note is not held by the Government, Borrower shall continue to pay to the Government, as collection agent for the holder, all installments of principal and interest as scheduled herein.

If this note is held by an insured lender, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on either a calendar quarter basis or an annual installment due date basis. The effective date of any prepayment retained and remitted by the Government to the holder on an annual installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

CREDIT ELSEWHERE CERTIFICATION: Borrower hereby certifies that he/she is unable to obtain sufficient credit elsewhere to finance his/her actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near his/her community for loans for similar purposes and periods of time, and that the loan evidenced hereby shall be used solely for purposes authorized by the Government.

LEASE OR SALE OF PROPERTY: If the property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced hereby is (1) leased or rented with an option to purchase, (2) leased or rented without option to purchase for a term exceeding 3 years, or (3) sold or title is otherwise conveyed, voluntarily or involuntarily, the Government may at its option declare the indebtedness evidenced hereby immediately due and payable.

REFINANCING AGREEMENT: Borrower hereby agrees to provide periodic financial information as requested by the Government. If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and period of time, Borrower will, at the Government's request, apply for and accept a loan in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. This paragraph and the preceding paragraph shall not apply to any comaker signing this note pursuant to Section 502 of the Housing Act of 1949 to compensate for deficient repayment ability of other undersigned person(s).

CREDIT SALE TO NONPROGRAM BORROWER: The provisions of the paragraphs entitled "Credit Elsewhere Certification," and "Refinancing Agreement" do not apply if (1) this promissory note represents in whole or part payment for property purchased from the Government and (2) the loan represented by this promissory note was made to the borrower as a nonprogram borrower under Title V of the Housing Act of 1949, as amended, and regulations promulgated thereunder.

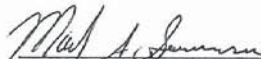
DEFAULT: Failure to pay when due any debt evidenced hereby or perform any covenant or agreement hereunder shall constitute default under this instrument and any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such a debt; and default under any such other instrument shall constitute default hereunder. UPON ANY SUCH DEFAULT, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

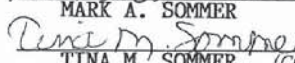
SUBSIDY REPAYMENT AGREEMENT: Borrower agrees to the repayment (recapture) of subsidy granted in the form of interest credits. Subsidy will be repaid when the borrower's account is settled by sale of the security property, refinancing or payment in full and will be calculated in accordance with regulations in effect at the time of settlement. Recapture is based on property appreciation and can equal all, some or none but never exceed the amount of subsidy received.

This Note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Title V of the Housing Act of 1949 and for the type of loan as is indicated in the "TYPE OF LOAN" block above. This Note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions hereof.

WARNING: Failure to fully disclose accurate and truthful financial information may result in the termination of program assistance currently being received, and the denial of future program assistance under USDA's Debarment regulations, 7 CFR Part 201.7

Presentment, protest, and notice are hereby waived.


 MARK A. SOMMER (BORROWER) (SEAL)


 TINA M. SOMMER (CO-BORROWER) (SEAL)

521 Francis Street

Herkimer, NY 13350

A Reamortization and /or Deferral Agreement dated February 15, 1995, in the principal sum of \$54,309.33, has been given to modify the payment schedule of this note.

RECORD OF ADVANCES					
AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
(1) \$ 54,000.00	4-27-93	(8) \$		(15) \$	
(2) \$		(9) \$		(16) \$	
(3) \$		(10) \$		(17) \$	
(4) \$		(11) \$		(18) \$	
(5) \$		(12) \$		(19) \$	
(6) \$		(13) \$		(20) \$	
(7) \$		(14) \$		(21) \$	
TOTAL				\$	

FmHA Instruction 1951-1
Exhibit A

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

Subsidy Repayment Agreement

Date of Note 4-27-93 Amount of Note \$54,000.00 Date of mortgage 4-27-93

Date of Note _____ Amount of Note _____ Date of mortgage _____

Type of assistance:

1. Interest credit XX
2. Homeownership Assistance Program

Address of Property: 521 Francis Street
Herkimer, NY 13350

BORROWER: MARK A. SOMMER

CO-BORROWER: TINA M. SOMMER

1 This agreement entered into pursuant to 7 CFR 1951-1, between the United States of America, Acting through the Farmers Home Administration (FmHA) (herein called "the Government") pursuant to section 521 of Title V of the Housing Act of 1949 and the borrower(s) whose name(s) and address(es) appears above (herein sometimes referred to as "borrower"), supplements the note(s) from borrower to the Government as described above, and any promissory note(s) for loans made to borrower in the future by the Government. Such future notes, when executed, will be listed below the signature line of this Subsidy Repayment Agreement.

2 I (we) agree to the conditions set forth in this agreement for the repayment of the subsidy granted me (us) in the form of interest credits or Homeownership Assistance Program (HOAP) subsidy (hereinafter called "subsidy").

3 I (we) agree that the real property described in the mortgage(s) listed above is pledged as security for repayment of the subsidy received or to be received. I (we) agree that the subsidy is due and payable upon the transfer of title or non-occupancy of the property by me (us). I (we) understand that the real estate securing the loan(s) is the only security for the subsidy received. I (we) further understand that I (we) will not be required to repay any of the subsidy from other than the value (as determined by the Government) of the real estate, mortgaged by myself (ourselves) in order to obtain a Section 502 Rural Housing (RH) loan.

(9-27-79) SPECIAL PN

FmHA Instruction 1951-1

Exhibit A

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4 I (we) understand that as long as I (we) continue to own the property and occupy the dwelling as my (our) residence, I (we) may repay the principal and interest owed on the loan and defer repaying the subsidy amount until title to the property is conveyed or the dwelling is no longer occupied by me (us). If such a request is made, the amount of subsidy to be repaid will be determined when the principal and interest balance is paid. The mortgage securing the FmHA RH loan(s) will not be released of record until the total amount owed the Government has been repaid.

5 I (we) agree that Paragraph 6 of this agreement is null and void should the property described in the mortgage(s) be voluntarily conveyed to the Government or liquidated by foreclosure.

6 When the debt is satisfied by other than voluntary conveyance of the property to the Government or by foreclosure, I (we) agree that sale proceeds will be divided between the Government and me (us) in the following order:

(a) Unpaid balance of loans secured by a prior mortgage as well as real estate taxes and assessments levied against the property which are due will be paid.

(b) Unpaid principal and interest owed on FmHA RH loans for the property and advances made by FmHA which were not subsidy and are still due and payable will be paid to the Government.

(c) I (we) will receive from the sale proceeds actual expenses incurred by me (us) necessary to sell the property. These may include sales commissions or advertising cost, appraisal fees, legal and related costs such as deed preparation and transfer taxes. Expenses incurred by me (us) in preparing the property for sale are not allowed unless authorized by the Government prior to incurring such expenses. Such expenses will be authorized only when FmHA determines such expenses are necessary to sell the property, or will likely result in a return greater than the expense being incurred.

(d) I (we) will receive the amount of principal paid off on the loan calculated at the promissory note interest rate.

(e) Any principal reduction attributed to subsidized interest calculations will be paid to the Government.

(f) I (we) will receive my original equity which is the difference between the market value of the security, as determined by the FmHA appraisal at the time the first loan subject to recapture of subsidy was made, and the amount of the FmHA loan(s) and any prior lien. This amount is 0.00 and represents 0 percent of the market value of the security. (The

FmlIA Instruction 1951-1
Exhibit A
Page 3

percent is determined by dividing my (our) original equity by the market value of the security when the loan was closed.) The dollar amounts and percent will be entered at the time this agreement is signed by me (us) and will be part of this agreement.

(g) The remaining balance, after the payments described in (a) thru (f) above have been paid is called value appreciation. The amount of value appreciation to be paid to the Government, in repayment or the subsidy granted, is the lesser of (1) the full amount of the subsidy or (2) an amount determined by multiplying the value appreciation by the appropriate factor in the following table:

Average interest rate paid by me (us)

No. of Months the loan was outstanding	1% or Less	1.1	2.1	3.1	4.1	5.1	6.1	7.1
		to 2%	to 3%	to 4%	to 5%	to 6%	to 7%	or greater
0 to 59	.78	.68	.60	.51	.44	.32	.22	.11
60 to 119	.75	.66	.58	.49	.42	.31	.21	.11
120 to 179	.73	.63	.56	.48	.40	.30	.20	.10
180 to 239	.65	.56	.49	.42	.36	.26	.18	.09
240 to 299	.59	.51	.46	.38	.33	.24	.17	.09
300 to 359	.53	.45	.40	.34	.29	.21	.14	.09
360 to 396	.47	.40	.36	.31	.26	.19	.13	.09

(h) I (we) will receive the amount of value appreciation less the amount paid the Government as determined in (g) above. I (we) will also receive an additional amount in proportion to my original equity by reducing the amount of value appreciation due to the Government by the percent of my (our) original equity as shown in (f) above.

(i) If I (we) am the recipient of HOAP, the amount of value appreciation to be recaptured will be calculated as if I (we) had paid 1 percent interest on the loan, unless the average interest rate paid by me (us) was greater than 1 percent. In such cases it will be determined based on the average interest rate paid by me (us).

(j) If this agreement is for a subsequent loan(s) only, the amount of repayment determined in (g) above will be reduced by the following percent: _____. This percent will be determined by dividing the amount of the loan(s) subject to recapture by the total outstanding RII debt. This percentage will be entered at the time I (we) sign this agreement.

(k) If this agreement is for more than one loan that is subject to recapture, the subsidy repayment computations will be based on the total subsidy granted on all loans.

FmlIA Instruction 1951-1
Exhibit A
Page 4

7 When a FmlIA RM loan is repaid by other than foreclosure, voluntary conveyance, or sale of property, the amount of subsidy to be repaid the Government will be determined in the same manner as described in paragraph 6 of this Exhibit but based on the appraised value determined by FmlIA instead of sales price. In such cases, the subsidy due the Government will remain a lien on the property until paid. It must be paid upon non occupancy, sale, or transfer of title to the property.

8 I (we) have read and agree to the provisions of this agreement.

Mark A. Sommer Borrower
MARK A. SOMMER
Tina M. Sommer Co-Borrower
TINA M. SOMMER

Date Signed

Accepted and Agreed to
By Linda D. Whiteman (FmlIA Official)
LINDA D. WHITEMAN (title)
COUNTY SUPERVISOR
5.3.93

Date

STATE OF NEW YORK)

COUNTY OF HERKIMER) ss.:

On this 27th day of April, 1993, before me personally appeared Mark A. Sommer and Tina M. Sommer, to me personally known and known to me to be the same persons described in and who executed the within Instrument, and they duly acknowledged to me that they executed the same.

[Signature]
Notary Public, State of New York
Appointed in Herkimer County
My commission expires: 6-30-93

EXHIBIT B

USDA-FmHA
FmHA 1927-1 NY
(Rev. 6-92)

Position 5

REAL ESTATE MORTGAGE FOR NEW YORK

THIS MORTGAGE, is made and entered into by Mark A. Sommer and Tina M. Sommerhusband and wiferesiding in Herkimer County, whose post office addressis 339 Pleasant Avenue, Herkimer, New York

herein called "Borrower", and the United States of America, acting through Farmers Home Administration, United States Department of Agriculture, herein called the "Government," and:

WHEREAS Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s) or any shared appreciation or recapture agreement, herein called "note", which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

Date of Instrument	Principal Amount Plus Non-Capitalized Interest	Annual Rate of Interest	Due Date of Final Installment
4/27/93	\$54,000.00	7.75%	4/27/2026

(Non-capitalized interest only applies in the case of Farmer Program loans being serviced in accordance with 7 CFR Part 1951 Subpart S.)

(The interest rate for limited resource farm ownership or limited resource operating loan(s) secured by this instrument may be increased as provided in the Farmers Home Administration regulations and the note.)

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949 as amended, or any other statute administered by the Farmers Home Administration;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;

And this instrument also secures the recapture of any deferred principal and interest or of any interest credit and subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §§1472(g) or 1490a, respectively, or any amount due under any Shared Appreciation/Recapture Agreement entered into pursuant to 7 U.S.C. §2001.

And the debt instruments executed at the time of loan closing constitutes an obligation on the part of the Government to disburse all funds at one time or in multiple advances, provided the funds are for purposes authorized by the Government at the time of loan closing. This obligatory commitment takes priority over any intervening liens or advances by other creditors regardless of the provisions of the State laws involved:

NOW, THEREFORE, (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower hereby grants, bargains, sells, conveys, assigns, mortgages, and forever warrants unto the Government the following property, herein called "the Property" situated in the County of

Herkimer

, State of New York.

I DO HEREBY CERTIFY THAT I HAVE
RECEIVED ON THE WITHIN MORTGAGE
RECORDING TAX AND SPCL...
ADDITIONAL TAX \$ 44.428 19 93
DATED 4/28 19 93
RECORDING OFFICER HERKIMER CO. N.Y. Maureen H. Camp

FmHA 1927-1 NY (Rev. 6-92)

LIBER 660 PAGE 77

See Schedule "A" attached hereto and made a part hereof as if fully set forth herein

THIS IS A PURCHASE MONEY MORTGAGE

together with all rights (including the rights to mining products, gravel, oil, gas, coal or other minerals), interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property";

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns COVENANTS AND AGREES as follows:

- (1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.
- (2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.
- (3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.
- (4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts including advances for payment of prior and/or junior liens, required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for Borrower's account. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.
- (5) All advances by the Government, including advances for payment of prior and/or junior liens, in addition to any advances required by the terms of the note, as described by this instrument, with interest shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

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- (6) To use the loan evidenced by the note solely for purposes authorized by the Government.
- (7) To pay when due all taxes, liens, judgments, encumbrances, assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.
- (8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.
- (9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.
- (10) To comply with all laws, ordinances, and regulations affecting the property.
- (11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.
- (12) Except as otherwise provided by the Farmers Home Administration regulations, neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.
- (13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.
- (14) The Government may (a) adjust the interest rate, payment, terms or balance due on the loan, (b) increase the mortgage by an amount equal to deferred interest on the outstanding principal balance, (c) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (d) release any party who is liable under the note or for the debt from liability to the Government, (e) release portions of the property and subordinate its lien, and (f) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government—whether once or often—in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
- (15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.
- (16) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and the default under any such other security instrument shall constitute default hereunder.
- (17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be discharged in bankruptcy or declared an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, and (c) enforce any and all other rights and remedies provided herein or by present or future law.
- (18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, with interest to the date of sale, (d) inferior liens of record required by law to be so paid or duly approved and allowed by court order or otherwise, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.
- (19) Borrower agrees that the Government will not be bound by any present or future laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent dower, and curtesy.

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(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, handicap, familial status, age or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, handicap, familial status, age or national origin.

(21) Borrower further agrees that the loan(s) secured by this instrument will be in default should any loan proceeds be used for a purpose that will contribute to the excessive erosion of highly erodible land or to the conversion of wetlands to product an agricultural commodity, as further explained in 7 CFR Part 1940, Subpart G, Exhibit M.

(22) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(23) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, and addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration at Syracuse, New York 13210, and in the case of Borrower to the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

AND THAT, except to any extent that such construction conflicts with express provisions of this mortgage:

(24) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

(25) This mortgage is also intended to be a financing statement within the meaning of Article 9 of the Uniform Commercial Code covering fixtures attached to the above-described real estate, now owned or hereafter required; and crops growing or to be grown on the above-described real estate.

RECORDED

Bk & Co. Mfg.
Pg 76

1993 APR 28 AM 9:43

HERKIMER CO.
CLERK'S OFFICE

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 27th day

of April, 1993.

In the presence of

Mark A. Sommer (SEAL)

Tina M. Sommer (SEAL)

ACKNOWLEDGMENT

STATE OR TERRITORY OF NEW YORK

COUNTY OF HERKIMER

On the 27th day of April, 1993, before me, came

Mark A. Sommer and Tina M. Sommer

to me known to be the individual(s) described in, and who executed the foregoing instrument, and acknowledged to me

that they executed the same for the purposes therein contained.

(SEAL)

DEPUTY IN ATTENDANCE

Commission Expires June 30, 1993

Notary Public.

My commission expires _____

U.S. Government Printing Office: 1992 - 858-865

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SCHEDULE "A"

ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Herkimer, County of Herkimer, and State of New York, being that certain Village lot situate on the westerly side of Frances Street and described as follows: On the North by lot Number Two Hundred Twenty-three (223); on the east by Frances Street; on the South by right of way eighteen feet (18) wide connecting Steuben Road and Frances Street, and on the west by lot number Two Hundred Eleven (211).

Said lot hereby intended to be conveyed is Forty-five (45) feet front and rear and One Hundred Fourteen and 35/100ths (114.35) feet, more or less on the northerly side, and One Hundred Thirteen and 57/100ths (113.57) feet more or less on the southerly side. Said lot is known as Lot 222 on a map of the Earl Addition in Herkimer, New York, made by H.C. Weller, on file in the Herkimer County Clerk's Office.

Being the same premises conveyed to Edna Jones by Clarence R. Jones and Edna Jones by deed dated January 21, 1939, recorded in the Herkimer County Clerk's office in Book 331 of Deeds at Page 169 and subject to the same covenant that no buildings, except piazzas and porches shall be constructed within twenty-five (25) feet on Frances Street, which covenant runs with the land.

ALSO ALL THAT CERTAIN TRACT OR PARCEL OF LAND, beginning at an iron pipe marking the northeasterly corner of Lot Number Two Hundred Twenty-two (222), now or formerly owned by Clarence R. and Edna K. Jones, and running thence northerly along Frances Street in said Village of Herkimer, New York a distance of twenty-two and one-half (22 1/2) feet to an iron pipe which is the center line of said Lot Number 223, as designated on a map of the Earl Addition in Herkimer, New York made by H.C. Weller, Civil Engineer and Surveyor, now deceased, on file in the Herkimer County Clerk's Office. This deed is intended to convey the southerly one-half (1/2) of Lot 223 on Frances Street. That Frances Street is also known as Francis Street.

BEING the same premises conveyed to the Mortagors herein, by Mark H. Daniels and Julia A. Daniels by Warranty Deed to be recorded in the Herkimer County Clerk's Office concurrently herewith.

EXHIBIT C



United States Department of Agriculture

Rural Development
Business Center

June 13, 2019

Chief Financial Officer

Tina M. Sommer
152 Summit Street
Mohawk, NY 13407

Office of the National
Financial and
Accounting
Operations Center

4300 Goodfellow
Boulevard
St. Louis, MO 63120

Loan Number: [REDACTED]

Property Address: 521 Francis Street, Herkimer, NY 13350

Voice 314.457.4152
Fax 314.457.4292

Dear Tina M. Sommer

**“YOU MAY BE AT RISK OF FORECLOSURE. PLEASE
READ THE FOLLOWING NOTICE CAREFULLY”**

As of June 13, 2019, your home loan is 382 days and \$ 32,181.01dollars in default. Under New York State Law, we are required to send you this notice to inform you that you are at risk of losing your home.

Attached to this notice is a list of government approved housing counseling agencies in your area which provide free counseling. You can also call the NYS Office of the Attorney General's Homeowner Protection Program (HOPP) toll-free consumer hotline to be connected to free housing counseling services in your area at 1-855-HOME-456 (1-855-466-3456), or visit their website at <http://www.aghomehelp.com/>. A statewide listing by county is also available at http://www.dfs.ny.gov/consumer/mortg_nys_np_counseling_agencies.htm. Qualified free help is available; watch out for companies or people who charge a fee for these services.

Housing counselors from New York-based agencies listed on the website above are trained to help homeowners who are having problems making their mortgage payments and can help you find the best option for your situation. If you wish, you may also contact us directly at 315-477-6416 and ask to discuss possible options.

USDA is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (PDF), found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

This should be the subject as is
Appears on the first page.

2

While we cannot assure that a mutually agreeable resolution is possible, we encourage you to take immediate steps to try to achieve a resolution. The longer you wait, the fewer options you may have.

If you have not taken any actions to resolve this matter within 90 days from the date this notice was mailed, we may commence legal action against you (or sooner if you cease to live in the dwelling as your primary residence.)

If you need further information, please call the New York State Department of Financial Services' toll-free helpline at (show number) or visit the Department's website at (show web address).

IMPORTANT: You have the right to remain in your home until you receive a court order telling you to leave the property. If a foreclosure action is filed against you in court, you still have the right to remain in the home until a court orders you to leave. You legally remain the owner of and are responsible for the property until the property is sold by you or by order of the court at the conclusion of any foreclosure proceedings. This notice is not an eviction notice, and a foreclosure action has not yet been commenced against you.

HUD-Approved housing counseling agencies located in New York

COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
Albany	Affordable Housing Partnership	255 Orange St. Albany, NY 12210	518-434-1730	HOPP Also serves surrounding areas
	Albany County Rural Housing Alliance	24 Martin Road Voorheesville, NY 12186	518-765-2425	HOPP Also serves surrounding areas
	United Tenants of Albany	33 Clinton Ave. Albany, NY 12207	518-436-8997	HOPP For tenants whose buildings are in the process of foreclosure or have been foreclosed on
	Better Neighborhoods, Inc.	986 Albany St. Schenectady, NY 12307	518-372-6469	HOPP
	Clearpoint Credit Counseling Solutions	2 Computer Drive West Albany, NY 12205	1-800-750-2227	Formerly known as Consumer Credit Counseling Service
	NYS Office For People With Developmental Disabilities (OPWDD)	44 Holland Ave. Albany, NY 12229	518-473-1973	Serving all NYS residents with developmental disabilities and their families
Allegany	ACCORD	84 Schuyler St. Belmont, NY 14813	585-268-7605	HOPP
	Belmont Housing Resources	1195 Main Street Buffalo, NY 14209	716-884-7791	HOPP
	Neighborhood Housing	937 South Park Ave.	716-823-3630	Also serving



	Neighborhood Housing Services of South Buffalo	1937 South Park Ave. Buffalo, NY 14220	716-823-3630	
Cayuga	Home Headquarters, Inc.	990 James St., Suite 1 Syracuse NY 13203	315-474-1939	HOPP Spanish speaking staff available
	Clearpoint Financial Solutions	5794 Widewaters Parkway Syracuse, NY 13214	1-877-412-2227	Formerly known as Consumer Credit Counseling Service of Central NY
	Alternatives FCU	125 Fulton St. Ithaca, NY 14850	607-216-3445	Online service available only to members of AFCU
Chautauqua	Belmont Housing Resources for Western NY	1195 Main St. Buffalo, NY 14209	716-884-7791	HOPP
	Chautauqua Home Rehabilitation and Improvement Corp. (CHRIC)	2 Academy St. Mayville, NY 14757	716-753-4650	Spanish speaking staff available
	Neighborhood Housing Services of South Buffalo	1937 South Park Ave. Buffalo, NY 14220	716-823-3630	
Chemung	Arbor Housing and Development	26 Bridge St. Corning, NY 14830	607-654-7487	HOPP
	Catholic Charities of Chemung	215 East Church St., Suite 101 Elmira, NY 14901	607-734-9784	HOPP
	Alternatives FCU	125 Fulton St. Ithaca, NY 14850	607-216-3445	Online service available only to members of AFCU
Chenango	Metro Interfaith Housing Council	21 New St., Binghamton, NY 13903	607-772-2766	HOPP
	Clearpoint Credit	The Metro Center, 49	1-800-750-	



		Poughkeepsie, NY. 12601		
Erie	Belmont Housing Resources	1195 Main St. Buffalo, NY 14209	716-884-7791	HOPP
	West Side & Black Rock Riverside NHS, Inc.	359 Connecticut St., Buffalo, NY 14213	Tuesdays and Wednesdays at (716) 885-2344 Thursdays and Fridays at (716) 877-3910	HOPP
	Buffalo Urban League	15 Genesee Street Buffalo, NY 14203	(716) 250-2400	HOPP
	Consumer Credit Counseling Services of Buffalo, Inc.	40 Gardenville Parkway, Suite 300, West Seneca, NY 14224	1-800-926-9685 or 716-712-2060	
	Neighborhood Assistance Corp. of America	1094 Hertel Avenue Buffalo, NY 14216	716-834-6222	
	Neighborhood Housing Services of South Buffalo	1937 South Park Ave., Buffalo, NY 14220	716-823-3630	
Essex	Friends of the North Country	1 Mill St. Keeseville, NY 12944	518-834-9606	HOPP
	Housing Assistance Program of Essex County (HAPEC)	103 Hand Ave. Elizabethtown, NY 12932	518-873-6888	HOPP
	Homefront Development Corp.	568 Lower Allen St. Hudson Falls, NY 12839	518-747-8250	
Franklin	Friends of the North Country	1 Mill St. Keeseville, NY 12944	518-834-9606	HOPP
	Housing Assistance Program of Essex County (HAPEC)	103 Hand Ave. Elizabethtown, NY 12932	518-873-6888	HOPP
	Clearpoint Credit	215 Washington St.	1-800-750-	



	Clearpoint Credit Counseling Solutions	289 Genesee St. Utica, NY 13501	1-800-750-2227	
	Homefront Development Corp.	568 Lower Allen St. Hudson Falls, NY 12839	518-747-8250	
Herkimer	UNHS NeighborWorks Homeownership Center	1611 Genesee Street Utica, NY 13501	315-724-4197	HOPP
	Clearpoint Credit Counseling Solutions	289 Genesee St. Utica, NY 13501	1-800-750-2227	
Jefferson	Home Headquarters, Inc.	990 James St., Suite 1 Syracuse NY 13203	315-474-1939	HOPP Spanish speaking staff available
	Clearpoint Credit Counseling Solutions	215 Washington St. Suite 005 Watertown, NY 13601	1-800-750-2227	
Kings	Cypress Hills Local Dev. Corp.	3214 Fulton St. Brooklyn, NY 11208	718-647-8100	HOPP Spanish speaking staff available
	Pratt Area Community Council	1224 Bedford Ave. Brooklyn, NY 11216	718-783-3549 ext.315	HOPP
	Grow Brooklyn, Inc.	1474 Myrtle Ave. Brooklyn, NY 11237	718-418-8232 ext. 206	HOPP Spanish and Bengali speaking staff available
	Bridge Street Dev. Corp.	460 Nostrand Ave. Brooklyn, NY 11216	718-636-7596 ext. 11	HOPP Spanish Speaking staff available
	MHANY Management, Inc.	2-4 Nevins St., Brooklyn, NY 11217	718-246-8080 ext 203	HOPP Spanish speaking staff available
	Neighbors Helping Neighbors (NHN)	621 Degraw St., Brooklyn, NY 11217	718-237-2017 ext.159	HOPP Spanish speaking staff available
	Brooklyn Housing and	415 Albemarle Rd.	718-435-7585	HOPP



				available
	GreenPath Debt Solutions	175 Remsen St., Suite 1102 Brooklyn, NY 11201	866-285-4033	
	NY Commission of Human Rights-Brooklyn	275 Livingston St. Brooklyn, NY 11217	718-722-3130	Spanish speaking staff available
Lewis	Home Headquarters, Inc.	990 James St., Suite 1, Syracuse NY 13203	315-474-1939	HOPP
	Clearpoint Credit Counseling Solutions	215 Washington St. Suite 005 Watertown, NY 13601	1-800-750-2227	
Livingston	Consumer Credit Counseling Services of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227	HOPP
	The Housing Council	75 College Ave., 4th Floor Rochester, NY 14607	585-546-3700	HOPP
Madison	Home Headquarters, Inc.	990 James St., Suite 1, Syracuse NY 13203	315-474-1939	HOPP Spanish speaking staff available
	UNHS NeighborWorks Homeownership Center	1611 Genesee Street Utica, NY 13501	315-724-4197	HOPP
	Community Action Program for Madison County	3 East Main St. Morrisville, NY 13408	315-684-3144	ASL trained staff available
	Clearpoint Credit Counseling Solutions	289 Genesee St. Utica, NY 13501	1-800-750-2227	
Monroe	Consumer Credit Counseling Services of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227	HOPP
	Marketview Heights Association	308 North Street Rochester, NY 14605	585-423-1540	HOPP
	The Housing Council	75 College Ave., 4th Floor Rochester, NY 14607	585-546-3700	HOPP



		Heights, NY 11372		in NYC Southeast Asian speaking Counselors on staff
	County of Nassau Economic Development, Office of Housing	40 Main St., Suite B, Hempstead, NY 11550	516-571-4663	Spanish speaking staff available
	GreenPath Debt Solutions	300 Garden City Plaza, Suite 220 Garden City, NY 11530	888-776-6738	
New York	MHANY Management, Inc.	2-4 Nevins St., Brooklyn, NY 11217	718-246-8080 ext 203	HOPP Spanish speaking staff available
	Grow Brooklyn, Inc.	1474 Myrtle Ave. Brooklyn, NY 11237	718-418-8232 ext. 206	HOPP Spanish and Bengali speaking staff available
	Parodneck Foundation	121 6th Ave., Suite 501 New York, NY 10013	212-431-9700 ext 391	HOPP Spanish speaking staff available
	AAFE Community Development Fund, Inc.	111 Division St., New York, NY 10002	212-964-2288	Chinese and Korean speaking staff available
	Abyssinian Development Corp.	2283 7th Avenue New York, NY 10030	646-442-6545	
	Neighborhood Housing Services of NYC	307 West 36th St., 12th floor New York, NY 10018	212-519-2500	Spanish and Creole speaking staff available
	Harlem Congregations for Community Development	2854 Frederick Douglass Blvd., New York, NY 10039	212-281-4887 ext. 206 or 231	Spanish speaking staff available
	West Harlem Group Assistance, Inc.	1652 Amsterdam Ave. New York, NY 10031	212-862-1399	



		Rochester, NY 14607		
	Consumer Credit Counseling Services of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227	HOPP
	Community Action in Self Help	48 Water St., Lyons, NY 14489	315-946-6992	HOPP Serving townships of Manchester and Phelps
	Keuka Housing Council	160 Main St. Penn Yan, NY 14527	315-536-8707	Seen on case by case basis with focus on senior citizens
Orange	Hudson River Housing	291 Mill St. Poughkeepsie, NY 12601	845-454-9288	HOPP
	Orange County Rural Development Advisory Corp.	59b Boniface Drive Pine Bush, NY 12566	845-713-4568	HOPP
Orleans	Belmont Housing Resources	1195 Main St. Buffalo, NY 14209	716-884-7791	HOPP
	The Housing Council	75 College Ave. 4th Floor Rochester, NY 14607	585-546-3700	HOPP
	Consumer Credit Counseling Service of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227	HOPP
Oswego	Home Headquarters, Inc.	990 James St., Suite 1 Syracuse NY 13203	315-474-1939	HOPP Spanish speaking staff available
	Fulton Community Development Agency	125 West Broadway Fulton, NY 13069	315-593-7166	
	Oswego Housing Development Council, Inc.	2971 County Rte. 26 Parish, NY 13131	315-625-4520	
	Clearpoint Credit Counseling Solutions	5794 Widewaters Parkway Syracuse, NY 13214	1-800-750-2227	



	Brooklyn Housing and Family Services, Inc.	415 Albemarle Rd. Brooklyn, NY 11218	718-435-7585	HOPP Spanish and French Creole speaking staff available
	NY Commission of Human Rights- Queens	153-01 Jamaica Ave. Jamaica, NY 11432	718-657-2465	Spanish speaking staff available
	GreenPath Debt Solutions	80-02 Kew Gardens Road, Suite 710 Kew Gardens, NY 11415-3607	866-285-4036	
	Margert Community Corporation	325 Beach 37th Street Far Rockaway, NY 11691	718-471-3724	
	Queens Community House	108-25 62nd Drive Forest Hills, NY 11375	718-592-5757	
Rensselaer	Troy Rehabilitation and Improvement Program (TRIP)	415 River St. Troy, NY 12180	518-690-0020	HOPP
	United Tenants of Albany	33 Clinton Ave. Albany, NY 12207	518-436-8997	HOPP For tenants whose buildings are in process of being foreclosed or whose building has been foreclosed
	Albany County Rural Housing Alliance	24 Martin Road Voorheesville, NY 12186	518-765-2425	HOPP
	Affordable Housing Partnership	255 Orange St. Albany, NY 12210	518-434-1730	HOPP
	Clearpoint Credit Counseling Solutions	2 Computer Drive West Albany, NY 12205	1-800-750-2227	Formerly known as Consumer Credit Counseling



	(TRIP)			residents of Southern Saratoga County
	Better Neighborhoods, Inc.	986 Albany St. Schenectady, NY 12307	518-372-6469	HOPP
	Clearpoint Credit Counseling Solutions	2 Computer Drive West Albany, NY 12205	1-800-750-2227	Formerly known as Consumer Credit Counseling Service of Central NY
	Homefront Development Corp.	568 Lower Allen St. Hudson Falls, NY 12839	518-747-8250	Serving residents of Northern Saratoga County
Schenectady	Better Neighborhoods, Inc.	986 Albany St. Schenectady, NY 12307	518-372-6469	HOPP
	Affordable Housing Partnership	255 Orange St. Albany, NY 12210	518-434-1730	HOPP
	Albany County Rural Housing Alliance	24 Martin Road Voorheesville, NY 12186	518-765-2425	HOPP
	Schenectady Community Action Program (SCAP)	913 Albany St. Schenectady, NY 12307	518-374-9181	For tenants whose buildings are in process of being foreclosed or whose building has been foreclosed.
	Clearpoint Credit Counseling Solutions	2 Computer Drive West Albany, NY 12205	1-800-750-2227	Formerly known as Consumer Credit Counseling Service of Central NY



Resources, Inc.	East Northport, NY 11731	0766	Spanish speaking staff available
Community Development Corporation of Long Island	2100 Middle Country Rd., Suite 300 Centereach NY 11720	631-471-1215 ext. 158	HOPP Spanish speaking staff available
Economic Opportunity Council of Suffolk, Inc.	320 Carleton Avenue Suite 7800 Central Islip NY 11722	631-647-3765 x 1204 or 1205	HOPP
La Fuerza Unida, Inc.	1 School St., Suite 302 Glen Cove, NY 11542	516-759-0788	HOPP Spanish speaking staff available
Long Island Housing Partnership, Inc.	180 Oser Ave. Hauppauge, NY 11788	631-435-4710	HOPP Spanish speaking staff available
Long Island Housing Services, Inc.	640 Johnson Ave., Suite 8 Bohemia, NY 11716	631-567-5111 x383	HOPP Spanish speaking staff available
CHHAYA	37-43 77th St. Jackson Heights, NY 11372	718-478-3848	HOPP funded for NYC Southeast Asian speaking Counselors on staff
Central Islip Civic Council	68 Wheeler Rd. Central Islip, NY 11722	631-348-0669	HOPP Spanish speaking staff available
Housing Help, Inc.	91-101 Broadway, Suite 6 Greenlawn NY 11740	631-754-0373	
North Fork Housing Alliance	110 South St. Greenport, NY 11944	631-477-1070	
Bellport, Hagerman, East Patchogue Alliance, Inc.	1492 Montauk Highway Bellport, NY 11713	631-286-9236	



	Program of Essex County (HAPEC)	Elizabethtown, NY 12932		
	Albany County Rural Housing Alliance	24 Martin Road Voorheesville, NY 12186	518-765-2425	HOPP
	Clearpoint Financial Solutions	2 Computer Drive West Albany, NY 12205	1-877-412-2227	Formerly known as Consumer Credit Counseling Service of Central NY
	Homefront Development Corp.	568 Lower Allen St. Hudson Falls, NY 12839	518-747-8250	
Washington	Housing Assistance Program of Essex County (HAPEC)	103 Hand Ave. Elizabethtown, NY 12932	518-873-6888	HOPP
	Albany County Rural Housing Alliance	24 Martin Road Voorheesville, NY 12186	518-765-2425	HOPP
	Homefront Development Corp.	568 Lower Allen St. Hudson Falls, NY 12839	518-747-8250	
Wayne	Community Action in Self Help	48 Water St. Lyons, NY 14489	315-946-6992	HOPP
	Consumer Credit Counseling Service of Rochester, Inc.	50 Chestnut Plaza Rochester, NY 14604	1-888-724-2227	HOPP
Westchester	Community Housing Innovations, Inc.	75 South Broadway, Ste 340 White Plains, NY 10601	914-683-1010	HOPP
	Housing Action Council	55 South Broadway Tarrytown, NY 10591	914-332-4144	HOPP
	Human Development Services of Westchester, Inc.	28 Adce St. Port Chester, NY 10573	914-939-2005	HOPP. Spanish speaking counselors available.
	Westchester Residential Opportunities	470 Mamaroneck Ave., Suite 410	914-428-4507 OR 877-	HOPP. Spanish and



FAIR DEBT COLLECTION PRACTICES ACT NOTIFICATION

This Notice is required by the Fair Debt Collection Practices Act (the "Act"), 15 U.S.C. §1692 et seq., as amended.

Unless the consumer, within thirty days after receipt of this notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid.

If the debtor notifies the debt collector within 30 days of the receipt of this notice that the debt or any portion thereof is disputed, the debt collector will obtain a verification of the debt and a copy of the verification will be mailed to the debtor.

If you have received a discharge from the United States Bankruptcy Court, and you have not reaffirmed your liability for this debt, you are not personally liable for the underlying indebtedness owed and this notice/disclosure is for compliance and informational purposes only.

Debt collectors, in accordance with the Fair Debt Collection Practices Act, 15 U.S.C. §1692 et seq., are prohibited from engaging in abusive, deceptive, and unfair debt collection efforts, including but not limited to (i) the use or threat of violence; (ii) the use of obscene or profane language; and (iii) repeated phone calls made with the intent to annoy, abuse, or harass.

If a creditor or debt collector receives a money judgment against you in court, state and federal laws may prevent the following types of income from being taken to pay the debt:

- a) Supplemental security income, (SSI)
- b) Social Security;
- c) Public Assistance (welfare);
- d) Spousal support, maintenance (alimony) or child support;
- e) Unemployment benefits;
- f) Disability benefits;
- g) Workers' compensation benefits;
- h) Public or private pensions;
- i) Veterans' benefits;
- j) Federal student loans, federal student grants, and federal work study funds; and
- k) Ninety percent of your wages or salary earned in the last sixty days

Written request by this Act should be addressed to:

Unites States Department of Agriculture
Rural Development Business Center
4300 Goodfellow Blvd., St. Louis, MO 63120
Telephone 314-457-4152; Fax 314-457-4292.



United States Department of Agriculture

Rural Development
Business Center

June 13, 2019

Chief Financial Officer

Mark Sommer
521 Francis Street,
Herkimer, NY 13350

Office of the National
Financial and
Accounting
Operations Center

Loan Number: [REDACTED]

4300 Goodfellow
Boulevard
St. Louis, MO 63120

Property Address: 521 Francis Street, Herkimer, NY 13350

Voice 314.457.4152
Fax 314.457.4292

Dear Mark Sommer

**“YOU MAY BE AT RISK OF FORECLOSURE. PLEASE
READ THE FOLLOWING NOTICE CAREFULLY”**

As of June 13, 2019, your home loan is 382 days and \$ 32,181.01dollars in default. Under New York State Law, we are required to send you this notice to inform you that you are at risk of losing your home.

Attached to this notice is a list of government approved housing counseling agencies in your area which provide free counseling. You can also call the NYS Office of the Attorney General's Homeowner Protection Program (HOPP) toll-free consumer hotline to be connected to free housing counseling services in your area at 1-855-HOME-456 (1-855-466-3456), or visit their website at <http://www.aghomehelp.com/>. A statewide listing by county is also available at http://www.dfs.ny.gov/consumer/mortg_nys_np_counseling_agencies.htm. Qualified free help is available; watch out for companies or people who charge a fee for these services.

Housing counselors from New York-based agencies listed on the website above are trained to help homeowners who are having problems making their mortgage payments and can help you find the best option for your situation. If you wish, you may also contact us directly at 315-477-6416 and ask to discuss possible options.

USDA is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (PDF), found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

This should be the subject as is
Appears on the first page.

2

While we cannot assure that a mutually agreeable resolution is possible, we encourage you to take immediate steps to try to achieve a resolution. The longer you wait, the fewer options you may have.

If you have not taken any actions to resolve this matter within 90 days from the date this notice was mailed, we may commence legal action against you (or sooner if you cease to live in the dwelling as your primary residence.)

If you need further information, please call the New York State Department of Financial Services' toll-free helpline at (show number) or visit the Department's website at (show web address).

IMPORTANT: You have the right to remain in your home until you receive a court order telling you to leave the property. If a foreclosure action is filed against you in court, you still have the right to remain in the home until a court orders you to leave. You legally remain the owner of and are responsible for the property until the property is sold by you or by order of the court at the conclusion of any foreclosure proceedings. This notice is not an eviction notice, and a foreclosure action has not yet been commenced against you.

HUD-Approved housing counseling agencies located in New York

COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
Albany	Affordable Housing Partnership	255 Orange St. Albany, NY 12210.	518-434-1730	HOPP Also serves surrounding areas.
	Albany County Rural Housing Alliance	24 Martin Road Voorheesville, NY 12186.	518-765-2425	HOPP. Also serves surrounding areas.
	United Tenants of Albany	33 Clinton Ave. Albany, NY 12207.	518-436-8997	HOPP For tenants whose buildings are in the process of foreclosure or have been foreclosed on.
	Better Neighborhoods, Inc.	986 Albany St. Schenectady, NY 12307.	518-372-6469	HOPP.
	Clearpoint Credit Counseling Solutions	2 Computer Drive West Albany, NY 12205.	1-800-750-2227	Formerly known as Consumer Credit Counseling Service.
	NYS Office For People With Developmental Disabilities (OPWDD)	44 Holland Ave. Albany, NY 12229.	518-473-1973	Serving all NYS residents with developmental disabilities and their families.
Allegany	ACCORD	84 Schuyler St. Belmont, NY 14813.	585-268-7605	HOPP
	Belmont Housing Resources	1195 Main Street Buffalo, NY 14209.	716-884-7791	HOPP.
	Neighborhood Housing	937 South Park Ave.	716-823-3630	Also serving



	Neighborhood Housing Services of South Buffalo.	1937 South Park Ave. Buffalo, NY 14220	716-823-3630	
Cayuga	Home Headquarters, Inc.	990 James St., Suite 1 Syracuse NY 13203	315-474-1939	HOPP Spanish speaking staff available
	Clearpoint Financial Solutions	5794 Widewaters Parkway Syracuse, NY 13214	1-877-412-2227	Formerly known as Consumer Credit Counseling Service of Central NY
	Alternatives FCU	125 Fulton St. Ithaca, NY 14850	607-216-3445	Online service available only to members of AFCU
Chautauqua	Belmont Housing Resources for Western NY	1195 Main St. Buffalo, NY 14209	716-884-7791	HOPP
	Chautauqua Home Rehabilitation and Improvement Corp. (CHRIC)	2 Academy St. Mayville, NY 14757	716-753-4650	Spanish speaking staff available
	Neighborhood Housing Services of South Buffalo	1937 South Park Ave. Buffalo, NY 14220	716-823-3630	
Chemung	Arbor Housing and Development	26 Bridge St. Corning, NY 14830	607-654-7487	HOPP
	Catholic Charities of Chemung	215 East Church St., Suite 101 Elmira, NY 14901	607-734-9784	HOPP
	Alternatives FCU	125 Fulton St. Ithaca, NY 14850	607-216-3445	Online service available only to members of AFCU
Chenango	Metro Interfaith Housing Council	21 New St., Binghamton, NY 13903	607-772-2766	HOPP
	Clearpoint Credit	The Metro Center, 49	1-800-750-	



		Poughkeepsie, NY. 12601		
Erie	Belmont Housing Resources	1195 Main St. Buffalo, NY 14209	716-884-7791	HOPP.
	West Side & Black Rock Riverside NHS, Inc.	359 Connecticut St., Buffalo, NY 14213	Tuesdays and Wednesdays at (716) 885-2344 Thursdays and Fridays at (716) 877-3910	HOPP
	Buffalo Urban League	15 Genesee Street Buffalo, NY 14203	(716) 250-2400	HOPP.
	Consumer Credit Counseling Services of Buffalo, Inc.	40 Gardenville Parkway, Suite 300, West Seneca, NY 14224	1-800-926-9685 or 716-712-2060	
	Neighborhood Assistance Corp. of America	1094 Hertel Avenue Buffalo, NY 14216	716-834-6222	
	Neighborhood Housing Services of South Buffalo	1937 South Park Ave., Buffalo, NY 14220	716-823-3630	
Essex	Friends of the North Country	1 Mill St. Keeseville, NY 12944	518-834-9606	HOPP.
	Housing Assistance Program of Essex County (HAPEC)	103 Hand Ave. Elizabethtown, NY 12932	518-873-6888	HOPP.
	Homefront Development Corp.	568 Lower Allen St. Hudson Falls, NY 12839	518-747-8250	
Franklin	Friends of the North Country	1 Mill St. Keeseville, NY 12944	518-834-9606	HOPP.
	Housing Assistance Program of Essex County (HAPEC)	103 Hand Ave. Elizabethtown, NY 12932	518-873-6888	HOPP.
	Clearpoint Credit	215 Washington St.	1-800-750-	



	Clearpoint Credit Counseling Solutions	289 Genesee St. Utica, NY 13501	1-800-750-2227	
	Homefront Development Corp.	568 Lower Allen St. Hudson Falls, NY 12839	518-747-8250	
Herkimer	UNHS NeighborWorks Homeownership Center	1611 Genesee Street Utica, NY 13501	315-724-4197	HOPP
	Clearpoint Credit Counseling Solutions	289 Genesee St. Utica, NY 13501	1-800-750-2227	
Jefferson	Home Headquarters, Inc.	990 James St., Suite 1 Syracuse NY 13203	315-474-1939	HOPP Spanish speaking staff available
	Clearpoint Credit Counseling Solutions	215 Washington St. Suite 005 Watertown, NY 13601	1-800-750-2227	
Kings	Cypress Hills Local Dev. Corp.	3214 Fulton St. Brooklyn, NY 11208	718-647-8100	HOPP Spanish speaking staff available
	Pratt Area Community Council	1224 Bedford Ave. Brooklyn, NY 11216	718-783-3549 ext.315	HOPP
	Grow Brooklyn, Inc.	1474 Myrtle Ave. Brooklyn, NY 11237	718-418-8232 ext. 206	HOPP Spanish and Bengali speaking staff available
	Bridge Street Dev. Corp.	460 Nostrand Ave. Brooklyn, NY 11216	718-636-7596 ext. 11	HOPP Spanish Speaking staff available
	MHANY Management, Inc.	2-4 Nevins St., Brooklyn, NY 11217	718-246-8080 ext 203	HOPP Spanish speaking staff available
	Neighbors Helping Neighbors (NHN)	621 Degraw St., Brooklyn, NY 11217	718-237-2017 ext.159	HOPP Spanish speaking staff available
	Brooklyn Housing and	415 Albemarle Rd.	718-435-7585	HOPP



				available
	GreenPath Debt Solutions	175 Remsen St., Suite 1102 Brooklyn, NY 11201	866-285-4033	
	NY Commission of Human Rights- Brooklyn	275 Livingston St. Brooklyn, NY 11217	718-722-3130	Spanish speaking staff available
Lewis	Home Headquarters, Inc.	990 James St., Suite 1, Syracuse NY 13203	315-474-1939	HOPP
	Clearpoint Credit Counseling Solutions	215 Washington St. Suite 005 Watertown, NY 13601	1-800-750-2227	
Livingston	Consumer Credit Counseling Services of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227	HOPP
	The Housing Council	75 College Ave., 4th Floor Rochester, NY 14607	585-546-3700	HOPP
Madison	Home Headquarters, Inc.	990 James St., Suite 1, Syracuse NY 13203	315-474-1939	HOPP Spanish speaking staff available
	UNHS NeighborWorks Homeownership Center	1611 Genesee Street Utica, NY 13501	315-724-4197	HOPP
	Community Action Program for Madison County	3 East Main St. Morrisville, NY 13408	315-684-3144	ASL trained staff available
Monroe	Clearpoint Credit Counseling Solutions	289 Genesee St. Utica, NY 13501	1-800-750-2227	
	Consumer Credit Counseling Services of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227	HOPP
	Marketview Heights Association	308 North Street Rochester, NY 14605	585-423-1540	HOPP
	The Housing Council	75 College Ave., 4th Floor Rochester, NY 14607	585-546-3700	HOPP



		Heights, NY 11372		in NYC Southeast Asian speaking Counselors on staff
	County of Nassau Economic Development, Office of Housing	40 Main St., Suite B, Hempstead, NY 11550	516-571-4663	Spanish speaking staff available
	GreenPath Debt Solutions	300 Garden City Plaza, Suite 220 Garden City, NY 11530	888-776-6738	
New York	MHANY Management, Inc.	2-4 Nevins St., Brooklyn, NY 11217	718-246-8080 ext 203	HOPP Spanish speaking staff available
	Grow Brooklyn, Inc.	1474 Myrtle Ave. Brooklyn, NY 11237	718-418-8232 ext. 206	HOPP Spanish and Bengali speaking staff available
	Parodneck Foundation	121 6th Ave., Suite 501 New York, NY 10013	212-431-9700 ext 391	HOPP Spanish speaking staff available
	AAFE Community Development Fund, Inc.	111 Division St., New York, NY 10002	212-964-2288	Chinese and Korean speaking staff available
	Abyssinian Development Corp.	2283 7th Avenue New York, NY 10030	646-442-6545	
	Neighborhood Housing Services of NYC	307 West 36th St., 12th floor New York, NY 10018	212-519-2500	Spanish and Creole speaking staff available
	Harlem Congregations for Community Development	2854 Frederick Douglass Blvd., New York, NY 10039	212-281-4887 ext. 206 or 231	Spanish speaking staff available
	West Harlem Group Assistance, Inc.	1652 Amsterdam Ave. New York, NY 10031	212-862-1399	



		Rochester, NY 14607		
	Consumer Credit Counseling Services of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227	HOPP
	Community Action in Self Help	48 Water St., Lyons, NY 14489	315-946-6992	HOPP Serving townships of Manchester and Phelps
	Keuka Housing Council	160 Main St. Penn Yan, NY 14527	315-536-8707	Seen on case by case basis with focus on senior citizens
Orange	Hudson River Housing	291 Mill St Poughkeepsie, NY 12601	845-454-9288	HOPP
	Orange County Rural Development Advisory Corp.	59b Boniface Drive Pine Bush, NY 12566	845-713-4568	HOPP
Orleans	Belmont Housing Resources	1195 Main St. Buffalo, NY 14209	716-884-7791	HOPP
	The Housing Council	75 College Ave. 4th Floor Rochester, NY 14607	585-546-3700	HOPP
	Consumer Credit Counseling Service of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227	HOPP
Oswego	Home Headquarters, Inc.	990 James St., Suite 1 Syracuse NY 13203	315-474-1939	HOPP Spanish speaking staff available
	Fulton Community Development Agency	125 West Broadway Fulton, NY 13069	315-593-7166	
	Oswego Housing Development Council, Inc.	2971 County Rte. 26 Parish, NY 13131	315-625-4520	
	Clearpoint Credit Counseling Solutions	5794 Widewaters Parkway Syracuse, NY 13214	1-800-750-2227	



	Brooklyn Housing and Family Services, Inc.	415 Albemarle Rd. Brooklyn, NY 11218	718-435-7585	HOPP Spanish and French Creole speaking staff available.
	NY Commission of Human Rights- Queens	153-01 Jamaica Ave. Jamaica, NY 11432	718-657-2465	Spanish speaking staff available
	GreenPath Debt Solutions	80-02 Kew Gardens Road, Suite 710 Kew Gardens, NY 11415-3607	866-285-4036	
	Margert Community Corporation	325 Beach 37th Street Far Rockaway, NY 11691	718-471-3724	
	Queens Community House	108-25 62nd Drive Forest Hills, NY 11375	718-592-5757	
Rensselaer	Troy Rehabilitation and Improvement Program (TRIP)	415 River St. Troy, NY 12180	518-690-0020	HOPP
	United Tenants of Albany	33 Clinton Ave. Albany, NY 12207	518-436-8997	HOPP For tenants whose buildings are in process of being foreclosed or whose building has been foreclosed
	Albany County Rural Housing Alliance	24 Martin Road Voorheesville, NY 12186	518-765-2425	HOPP
	Affordable Housing Partnership	255 Orange St. Albany, NY 12210	518-434-1730	HOPP
	Clearpoint Credit Counseling Solutions	2 Computer Drive West Albany, NY 12205	1-800-750-2227	Formerly known as Consumer Credit Counseling



	(TRIP)			residents of Southern Saratoga County
	Better Neighborhoods, Inc.	986 Albany St. Schenectady, NY 12307	518-372-6469	HOPP
	Clearpoint Credit Counseling Solutions	2 Computer Drive West Albany, NY 12205	1-800-750-2227	Formerly known as Consumer Credit Counseling Service of Central NY
	Homefront Development Corp.	568 Lower Allen St. Hudson Falls, NY 12839	518-747-8250	Serving residents of Northern Saratoga County
Schenectady	Better Neighborhoods, Inc.	986 Albany St. Schenectady, NY 12307	518-372-6469	HOPP
	Affordable Housing Partnership	255 Orange St. Albany, NY 12210	518-434-1730	HOPP
	Albany County Rural Housing Alliance	24 Martin Road Voorheesville, NY 12186	518-765-2425	HOPP
	Schenectady Community Action Program (SCAP)	913 Albany St. Schenectady, NY 12307	518-374-9181	For tenants whose buildings are in process of being foreclosed or whose building has been foreclosed
	Clearpoint Credit Counseling Solutions	2 Computer Drive West Albany, NY 12205	1-800-750-2227	Formerly known as Consumer Credit Counseling Service of Central NY



	Resources, Inc.	East Northport, NY 11731	0766	Spanish speaking staff available
	Community Development Corporation of Long Island	2100 Middle Country Rd., Suite 300 Centereach NY 11720	631-471-1215 ext. 138	HOPP Spanish speaking staff available
	Economic Opportunity Council of Suffolk, Inc.	320 Carleton Avenue Suite 7800 Central Islip NY 11722	631-647-3765 x 1204 or 1205	HOPP
	La Fuerza Unida, Inc.	1 School St., Suite 302 Glen Cove, NY 11542	516-759-0788	HOPP Spanish speaking staff available
	Long Island Housing Partnership, Inc.	180 Oser Ave. Hauppauge, NY 11788	631-435-4710	HOPP Spanish speaking staff available
	Long Island Housing Services, Inc.	640 Johnson Ave., Suite 8 Bohemia, NY 11716	631-567-5111 x383	HOPP Spanish speaking staff available
	CHHAYA	37-43 77th St. Jackson Heights, NY 11372	718-478-3848	HOPP funded for NYC Southeast Asian speaking Counselors on staff
	Central Islip Civic Council	68 Wheeler Rd. Central Islip, NY 11722	631-348-0669	HOPP Spanish speaking staff available
	Housing Help, Inc.	91-101 Broadway, Suite 6 Greenlawn NY 11740	631-754-0373	
	North Fork Housing Alliance	110 South St. Greenport, NY 11944	631-477-1070	
	Bellport, Hagerman, East Patchogue Alliance, Inc.	1492 Montauk Highway Bellport, NY 11713	631-286-9236	



	Program of Essex County (HAPEC)	Elizabethtown, NY 12932		
	Albany County Rural Housing Alliance	24 Martin Road Voorheesville, NY 12186	518-765-2425	HOPP
	Clearpoint Financial Solutions	2 Computer Drive West Albany, NY 12205	1-877-412-2227	Formerly known as Consumer Credit Counseling Service of Central NY
	Homefront Development Corp.	568 Lower Allen St. Hudson Falls, NY 12839	518-747-8250	
Washington	Housing Assistance Program of Essex County (HAPEC)	103 Hand Ave. Elizabethtown, NY 12932	518-873-6888	HOPP
	Albany County Rural Housing Alliance	24 Martin Road Voorheesville, NY 12186	518-765-2425	HOPP
	Homefront Development Corp.	568 Lower Allen St. Hudson Falls, NY 12839	518-747-8250	
Wayne	Community Action in Self Help	48 Water St. Lyons, NY 14489	315-946-6992	HOPP
	Consumer Credit Counseling Service of Rochester, Inc.	50 Chestnut Plaza Rochester, NY 14604	1-888-724-2227	HOPP
Westchester	Community Housing Innovations, Inc.	75 South Broadway, Ste 340 White Plains, NY 10601	914-683-1010	HOPP
	Housing Action Council	55 South Broadway Tarrytown, NY 10591	914-332-4144	HOPP
	Human Development Services of Westchester, Inc.	28 Adco St. Port Chester, NY 10573	914-939-2005	HOPP Spanish speaking counselors available
	Westchester Residential Opportunities	470 Mamaroneck Ave., Suite 410	914-428-4507 OR 877-	HOPP Spanish and



FAIR DEBT COLLECTION PRACTICES ACT NOTIFICATION

This Notice is required by the Fair Debt Collection Practices Act (the "Act"), 15 U.S.C. §1692 et seq., as amended.

Unless the consumer, within thirty days after receipt of this notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid.

If the debtor notifies the debt collector within 30 days of the receipt of this notice that the debt or any portion thereof is disputed, the debt collector will obtain a verification of the debt and a copy of the verification will be mailed to the debtor.

If you have received a discharge from the United States Bankruptcy Court, and you have not reaffirmed your liability for this debt, you are not personally liable for the underlying indebtedness owed and this notice/disclosure is for compliance and informational purposes only.

Debt collectors, in accordance with the Fair Debt Collection Practices Act, 15 U.S.C. §1692 et seq., are prohibited from engaging in abusive, deceptive, and unfair debt collection efforts, including but not limited to (i) the use or threat of violence; (ii) the use of obscene or profane language; and (iii) repeated phone calls made with the intent to annoy, abuse, or harass.

If a creditor or debt collector receives a money judgment against you in court, state and federal laws may prevent the following types of income from being taken to pay the debt:

- a) Supplemental security income, (SSI)
- b) Social Security;
- c) Public Assistance (welfare);
- d) Spousal support, maintenance (alimony) or child support;
- e) Unemployment benefits;
- f) Disability benefits;
- g) Workers' compensation benefits;
- h) Public or private pensions;
- i) Veterans' benefits;
- j) Federal student loans, federal student grants, and federal work study funds; and
- k) Ninety percent of your wages or salary earned in the last sixty days

Written request by this Act should be addressed to:

Unites States Department of Agriculture
Rural Development Business Center
4300 Goodfellow Blvd., St. Louis, MO 63120
Telephone 314-457-4152; Fax 314-457-4292.

EXHIBIT D



New York State Department of Financial Services
One State Street Plaza, New York, NY 10004

Proof of Filing Statement

To Whom It May Concern:

Section 1306 of the Real Property Actions and Proceedings Law (RPAPL) requires lenders, assignees or mortgage loan servicers servicing loans on 1-to-4 family residential properties in New York State to file certain information with the Superintendent of the Department Financial Services within three days after the mailing of a 90-Day Pre-Foreclosure Notice.

The information below pertains to a filing submitted to the Department of Financial Services as required in Section 1306 of RPAPL. The information is presented as filed by the lender, assignee or mortgage loan servicer.

Filer Information:

Name : USDA Rural Development
Address : 441 South Salina St., Suite 357
Syracuse NY 13202

Filing Information:

Tracking Number : NYS5001661
Mailing Date Step 1 : 21-JUN-19 12.00.00.000 AM
Mailing Date Step 2 :
Judgment Date Step 3 :
Filing Date Step 1 : 26-JUN-19 03.14.01.000 PM
Filing Date Step 1 Orig : 26-JUN-19 03.10.42.000 PM
Filing Date Step 2 :
Filing Date Step 3 :
Owner Occupd at Jdgmnt :
Property Type : 1 to 4 Family Home
Property Address : 521 Francis Street, Herkimer
NY 13350
County : Herkimer
Date of Original Loan : 27-APR-93 12.00.00.000 AM
Amt of Original Loan : 54000
Loan Number Step 1 : XXXXXXXXXX
Loan Number Step 2 :
Loan Reset Frequency :
Loan Type : 1st Lien
Loan Details : Fixed Rate
Loan Term : 30 Year
Loan Modification : No Modification
Days Delinquent : Other
Borrower's Name : Mark Sommer
Address : 521 Francis Street,
Herkimer 13350
Borrower's Phone No : XXXXXXXXXX
Filing Status : Step 1 Completed

Sincerely,

New York State Department of Financial Services



New York State Department of Financial Services
One State Street Plaza, New York, NY 10004

Proof of Filing Statement

To Whom It May Concern:

Section 1306 of the Real Property Actions and Proceedings Law (RPAPL) requires lenders, assignees or mortgage loan servicers servicing loans on 1-to-4 family residential properties in New York State to file certain information with the Superintendent of the Department Financial Services within three days after the mailing of a 90-Day Pre-Foreclosure Notice.

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Mailing Date Step 1 : 21-JUN-19 12.00.00.000 AM
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Judgment Date Step 3 :
Filing Date Step 1 : 26-JUN-19 03.14.01.000 PM
Filing Date Step 1 Orig : 26-JUN-19 03.10.42.000 PM
Filing Date Step 2 :
Filing Date Step 3 :
Owner Occupd at Jdgmnt :
Property Type : 1 to 4 Family Home
Property Address : 521 Francis Street, Herkimer
NY 13350
County : Herkimer
Date of Original Loan : 27-APR-93 12.00.00.000 AM
Amt of Original Loan : 54000
Loan Number Step 1 : XXXXXXXXXX
Loan Number Step 2 :
Loan Reset Frequency :
Loan Type : 1st Lien
Loan Details : Fixed Rate
Loan Term : 30 Year
Loan Modification : No Modification
Days Delinquent : Other
Borrower's Name : Tina M. Sommer
Address : 152 Summit Street
Mohawk 13407
Borrower's Phone No : XXXXXXXXXX
Filing Status : Step 1 Completed

Sincerely,

New York State Department of Financial Services

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

United States of America

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Nicole LaBletta
Pincus Law Group, PLLC
425 RXR Plaza Uniondale, NY 11556 516-669-8902

DEFENDANTS

Mark A. Sommer and Tina M. Sommer et al

County of Residence of First Listed Defendant Herkimer
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☒ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|---------------------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input checked="" type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input checked="" type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Title 28 U.S. C, Section 1345

Brief description of cause:

Action to foreclose a mortgage

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$
41,044.25

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

09/25/2019

SIGNATURE OF ATTORNEY OF RECORD

/s/Nicole B. LaBletta

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

N/A

APPLYING IFP

N/A

JUDGE FJS

MAG. JUDGE

ML

Print

Save As...

6:19-cv-1194

Reset

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.